

DATE

Gina Boudreaux Lee, CCR
10411 Alexander Road
St. Amant, Louisiana 70774

Re: **Louisiana Board of Ethics**
Docket No. 2021-199

Dear Ms. Lee,

The Louisiana Board of Ethics, at its meeting on April 9, 2021, considered your request for an advisory opinion as to whether Section 1121 of the Code of Governmental Ethics (“Code”) would prohibit you from providing transcription services in certain matters following the end of your employment for Division D of the 23rd Judicial District Court (“JDC”).

FACTS PROVIDED

You were previously employed as the court reporter for Division D in the 23rd JDC until December 31, 2020. In Docket No. 2021-098, the Board determined that you would not be prohibited from contracting with the 23rd JDC to provide court reporting services in divisions other than Division D on a substitute or ad hoc basis following the end of your employment. You have now been approached about providing transcripts for hearings that occurred while you were employed as court reporter in connection with an appeal, as well as providing transcripts at the request of one of the parties to a hearing.

As a certified court reporter, you are governed by La. C.C.P. Art. 372, which provides in part:

B. When the court so directs, or the fees therefor have been paid or secured, or when an appeal has been granted in cases in which a party has been permitted to litigate without the payment of costs, he shall transcribe verbatim in a manner approved by the supreme court, all of his notes taken at the trial, or such portion thereof as is designated. He shall file one copy of the transcript in the trial court; shall deliver a copy thereof to each of the parties who has paid therefor; and, when an appeal has been granted, he shall furnish to the clerk of the trial court the number of copies of the transcript required by law.

C. The court reporter shall retain all notes and tape recordings in civil cases for a period of not less than five years after the end of the trial.

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F. When a party to a proceeding requests a transcript and has paid for the transcript, the court reporter shall provide that party with an electronic copy of the transcript along with a paper copy of the transcript at no additional charge or cost to the requesting party.

All costs associated with the transcripts are set pursuant to La. R.S. 13:961F(1)(f):

In the Twenty-Third Judicial District, in all cases, except those to be filed in forma pauperis, a fee determined by a majority of the judges for each page not to exceed two dollars and fifty cents for each thirty-one line page and each copied page of **all testimony reported and transcribed shall be charged by and paid to the court reporter.**

For an appeal transcript, you receive a notice from the Clerk of Court's office requesting a transcript. Once you provide the Clerk with an estimated cost of the transcript, the appealing party pays the total costs of preparing the record to the Clerk of Court. The Clerk of Court then issues you a check for the transcript portion of those costs. You provide the transcript to the Clerk of Court to be included as part of the court record. These procedures are established in La. R.S. 13:961F(3).

For a hearing not involving an appeal, you receive a request from either party. You provide an estimated cost of the transcript. The requesting party then pays you directly for the transcript. Once the payment is received, you provide a copy of the transcript to the party. These procedures are established in La. R.S. 13:961(F)(2).

You ask whether you are allowed to provide transcript services in connection with these two situations following the end of your employment for Division D with the 23rd JDC.

LAW

La. R.S. 42:1121B(1) provides that no former public employee shall, for a period of two years following termination of his public employment, assist another person, for compensation, in a transaction, or in an appearance in connection with a transaction in which such former public employee participated at any time during his public employment and involving the governmental entity by which he was formerly employed, or for a period of two years following termination of his public employment, render, any service which such former public employee had rendered to the agency during the term of his public employment on a contractual basis, regardless of the parties to the contract, to for, or on behalf of the agency with which he was formerly employed.

CONCLUSION

The Board concluded, and instructed me to inform you, that under these specific facts, and in accordance with your duties as proscribed in La. C.C.P. Art. 372 and La. R.S. 13:961, Section 1121(B)(1) will not prohibit you from receiving compensation for providing transcripts in hearings taken in your official capacity while you were employed in Division D of the 23rd JDC, when the transcript is being produced as required by law or court order. As previously stated in Docket No. 2021-098, you are still prohibited, for a period of two years following the end of your employment, from rendering services on a contractual basis to Division D of the 23rd JDC.

This advisory opinion is based solely on the facts as set forth herein. Changes to the facts as presented may result in a different application of the provisions of the Code of Governmental Ethics. The Board issues no opinion as to past conduct or as to laws other than the Code of Governmental Ethics, the Campaign Finance Disclosure Act, the Lobbyist Disclosure Act, and conflict of interest provisions in the gaming laws. If you have any questions, please contact me at (800)842-6630 or (225)219-5600.

Sincerely,

LOUISIANA BOARD OF ETHICS

David M. Bordelon
For the Board

DISCLAIMER
This is a draft opinion and it is NOT an opinion of the Louisiana Board of Ethics.
No party may rely on the facts or conclusions. The analysis and conclusions herein are provided for discussion purposes only, and are subject to change or revision at the meeting of the Board of Ethics at which this matter is considered.